

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

XX
Claude Galland; Violaine Galland; Paristudios.

Index # 14 CV 4411

Plaintiffs

PLAINTIFFS' ANSWER TO
THE MOTION TO DISMISS

&

vs

CROSS MOTION

James Johnston; Judith Johnston;
Stephen Bowden; Terri Bowden.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC#
DATE FILED: 7/28/2014

Defendants

XX

The Plaintiffs Claude and Violaine Galland, acting pro se, swear their
statements to be true.

Violation of Rules 12 of Procedures

1. The Defendants pro se failed to file an "Answer".
2. In lieu of an "Answer" the Defendants submitted a Motion to Dismiss, with initial defective service.
3. But the motion to dismiss was also submitted without a proper request and without prior consent from the Court.
4. The Defendants violated procedural rules; respectfully the Court should not permit the Defendant's Motion to proceed.
5. However, should the Court graciously and retroactively allow Defendants' Motion, the Plaintiffs mindful of saving the Court's time, submit their answer and cross motion.

New York Jurisdiction

1. What part the defendants *pro se* feign not to understand in our contract's "**Forum clause**"?

"Any breach of this contract, other than an act of God, out of the control of the landlord, will be resolved in New York Federal Court."

*(See attached Forum clause
page 2, 4-d)*

The Defendants are disingenuous for rejecting New York's personal jurisdiction after consenting to it in writing.

2. But even if, *arguendo*, there were no explicit **forum** mutually agreed upon (and there is); the defendants' request for 3 trials is onerous, to wit: a part in New York, another in Oregon for Defendants Johnston and a third in Alabama for Defendants Bowden is selfish and outrageous disregard of the Federal Court's resources; where trials are consolidated rather than being deconstructed.
3. If again, *arguendo*, the above was not sufficient to anchor this case to New York the Plaintiffs conduct their business in New York, Plaintiffs' residence is in New York, the entire contractual transaction was made in New York from inception to conclusion. All hard mail copies of contracts mailed to New York, conversations and emails with New York, hard paper checks mailed physically to New York and the entire financial transaction made in New York, the cashing of these checks by a

human teller in New York, with a New York Bank address stamped on all the returned checks to the defendants.

"When a district court rules on a jurisdictional motion to dismiss made pursuant to Fed. R. Civ. P. 12(b)(2) without conducting an evidentiary hearing, the court must consider the pleadings and affidavits in a light most favorable to the plaintiff". "Traditionally, when an entity intentionally reaches beyond its boundaries to conduct business with foreign residents, the exercise of specific jurisdiction is proper." Id. (citing Burger King Corp. v. Rudzewicz, 471 U.S. 462, 475, 105 S. Ct. 2174, 85 L. Ed. 2d 528 (1985)). In this case although the defendants were never in the forum state and did not conduct business in the Forum state specific jurisdiction was proper because the defendants could reasonably anticipate being sued in the forum state, upheld by Justice Brennan and then perfected by Justice O'Connor "reasonable" five factor test.

4. This directly bears here, for not only the defendants reasonably *"anticipated"* to be sued in New York but in addition they were explicitly told they will be. The reasons cited above are sufficient on the law, for a ruling by this Court that it could properly exercise personal jurisdiction over the defendants.

Breach of Contract

5. What part the defendants *pro se* feign not to understand in the first line of our complaint?

"The center gravity of this case is a breach of contract aggravated with defamation..."

(first line of the complaint)

6. Simply put, the Defendants promised not to publish complaints on blogs and websites.

" The tenants agree not to use blogs or website for complains"

(Page 2, paragraphe 4-d)

7. Defendants violated their promise to us and published a complaint on the web.

(see attached review)

8. The Defendants *pro se* embarks in a dogmatic recitation of non-applicable-case-laws, cut-and-pasted from the internet, while failing to address the issue to wit, the allegations! Ostensibly they could deny the contract, deny the signatures, deny publishing reviews on the web, or deny our part was honored, or deny staying in Paris without a scintilla of a complaint, deny the defamatory statements, or alternatively try at the very minimum attempt to void the contract and nullify their contractual obligations to the plaintiffs. But when the above is neither addressed nor denied the Defendants' Motion to dispose is fatally flawed.

9. Reversely, the plaintiffs show incontrovertible evidence of where and how the contract was breached: *they published complaints on the web in violation of their promise.*

Thus, in spite of the Defendants' gibber, records do not lie. There are no triable issues of facts and the Plaintiffs' cross-motion for partial summary Judgment for breach of contract, on the law, must be respectfully granted. (see Cross Motion)

Issues of "opinion"

10. To address Defendants' outrage for their right of "opinion", the Plaintiffs will simply remind the Defendants of the established doctrines of "fair play" and the contractual exceptions to free speech, which have long been recognized. The Supreme Court explicitly held in *Cohen v. Cowles Media* that contracts "not to speak", are enforceable with no First Amendment problems.

"The great free speech advantage of the contract model is that it does not endorse any right to "stop people from speaking about them". Rather, it endorses a right to "stop people from violating their promises to them", it is founded on the consent of the would-be speaker.

11. The defendants promised "not to complain on the web" yet breached their promise to us.

12. The Defendants' motion to dispose for "free speech", must be respectfully, denied.

Damages

13. A cursory reading of the reviews by a reasonable observer will conclude that damages are self-evident. But because they are 'web' damages they are *de facto* regenerating. Unlike common Tort here damage self-replicates *ad nauseum ad finitum* with every click for the next 100 years, because once on the web forever on the web.
14. It is notable that the four Defendants stayed in the apartment back-to-back and colluded to publish back-to-back two reviews, they apparently agreed for one to focus solely on the entrance without a scintilla of a word about the apartment and the second solely focused on the apartment without an iota of a word about the entrance. But when put these two reviews together they irreversibly will demolish the business.
15. It is also important to know the location where the reviews are published. They are not in the Wide World Web at large, on a obscure blogger's page, rather they were published on our paid advertisement page for the apartment. A page hosted with VRBO an established travel website. This advertising page the Plaintiffs have been paying with their sweat and blood for the past 12 years and earned placement seniority on the Host website VRBO. Thus the reviews, willfully written on that specific page are proximate to inflict maximum damage and wipe 12 years of efforts.
16. The business suffered an immediate drop in performance (see attached graphic chart), in addition 13 potential clients

clicked to say the Defendants negative reviews were "helpful", these potential clients did not even bother to call us and translate in lost business (see attached). To mitigate the damage we slashed down our prices by 50% at once, from 119euros down to 59euros (see attached copies). Plaintiffs lost a \$35,000 contract compounded to \$105,000 for 3 years with a Chinese sport agency who specialize in World Marathons, New York/Paris Marathon and the Tour de France (see attached copies of contracts). Once the agency's owner read the reviews he cancelled and demanded his entire non-refundable down payment, when we objected he repeated and we quote:

"apartment does not fit more than two and my clients can be burned in a fire and I will lose my business in China", when we tried to explain that these two reviews are only two among 51 great reviews he stated *"it says owners wrote all reviews"* and threatened to sue us if we do not reimburse the non-refundable down payment.

This is not a onetime damage; not a day passes without our staff in Paris and in New York suffer from losing clients on these very issues because the odds to persuade against *"fraudulent owner who writes his own reviews for a small, noisy apartment with a risk of death in a fire hazardous building"* is an ostensibly astronomical.

We are suing for **one million dollars (\$1,000 000)** in total award for all the action damages but even if we prevail at trial this monetary award will not be enough because it is intrinsically a matter of irreparable and self-generated damage.

EQUITY: Matters of irreparable damages.

17. Unlike the damage of the garden variety Torts limited in scope, "Web Tort" has no temporal limits in space/time. Indeed, once on the web, it is all over the World and last forever *ad finitium ad nauseum*.
18. It is an *unjust and cruel punishment* when damage multiply and self-replicate, but on the other hand not being allowed multiple lawsuits against the Defendants. This review will be inherited by the Plaintiffs' children...and as long we advertise it on this seniority placement ad.
19. A onetime award cannot be just and fair.
20. This falls squarely as "irreparable damage" that cannot be compensated via a onetime trial's award. Therefore the Plaintiffs are respectfully asking for equity.

As it was held, 280 F. Supp. 2d 104: **Jordan v. Metropolitan Life Ins. Co.** New York Southern District Court - 280 F. Supp. 2d 104: August 22, 2003:

"Thus, even if Plaintiff prevails he is unlikely to receive compensation from MetLife for the loss of his client base. In sum, Jordan will suffer irreparable harm, especially if there is any delay in the proceeding. See, e.g., *Ticor Title Ins. Co. v. Cohen*, 173 F.3d 63, 69 (2d Cir.1999) (finding irreparable harm because "it would be very difficult to calculate monetary damages that would successfully redress the loss of a relationship with a client that would produce an indeterminate amount of business in years to come"); *Towers Fin. Corp. v. Dun & Bradstreet, Inc.*, 803 F.Supp. 820, 822-23 (S.D.N.Y.1992) (finding irreparable harm where "[plaintiff's] reputation among customers and potential customers will be severely damaged ... [and the injury] is both imminent and 'incapable of being fully remedied by monetary damages'") (quoting *Reuters Ltd. v. United Press Int'l, Inc.*, 903 F.2d 904, 907 (2d Cir.1990))."

21. Mindful that equity cannot be joined for defamation cases; the plaintiffs are asking equity under the action of breach of contract for a Court ruling to withdraw the reviews which will, inter alia, fulfill the Plaintiffs' obligation to mitigate the damage. (Please refer to Plaintiffs' cross motion).

Libelous web reviews

22. The Plaintiffs may seek counsel for the Trial.

23. Herby the Plaintiffs will make a *prima facie* case to demonstrate the merit of their case.

24. The Plaintiffs are private persons; Plaintiff Galland do not even have a face book page, they do not write blogs, nor run for office or participate in any public debate, even when they were defamed on Trip advisor 8 years ago, not to draw attention to themselves, they declined to respond. Therefore Plaintiffs are neither public figures nor limited public figures. They are very private persons.

25. The location of the reviews, as mentioned before is on the same page as the pictures and description of the rental. Thus reviews are an intrinsic part of the web page we pay, to publish. Our readers are travelers who specifically seek affordable and centered historic locations.

. "When analyzing the statements in question in a libel case, courts do so from the perspective of the average reader, not a

person trained in the technicalities of the law. But in analyzing the context in which the statements were made, courts must look to the knowledge and understanding of the audience to whom the publication was directed and measure the effect of a publication by its natural and probable effect upon the mind of the average reader."

The Court will respectfully bear in mind that in the course of 12 years in business; this apartment in question earned 51 glorious reviews with a rating of 4 & 5 Stars.

By contrast the Defendants published review, in toto, reads: "**Retired couple - We just left this apartment today. This was an awful experience. The studio itself will look like the photo & the sheets are clean, but the entry "behind the blue door" is awful and is shared as the back door to a Pizza Place. They prop the door open with a beer keg, right next to the trash cans. Expect a 2 story climb of narrow stairs, sloping floor, poor lighting, exposed utilities, broken and patched plaster. There is no way this Apt is getting all 4 & 5 stars. The reviews are way too wordy and sound like the owner. There was no mgr. Samy to help us even when we called him. Microwave didn't work, hair dryer with broken wires shorted out. This self-described archeological building is a physical mess and a fire hazard. We were embarrassed to enter and couldn't wait to get out of there. We have stayed in several lovely ancient apartments in Europe. The building conditions always matched the interior of the apt. Don't be deceived by the #20279 ad.**

The 6 (six) defamatory statements are:

26. *"Don't be deceived by # 20279 ad."*
27. *"The building ...is a fire hazards"*
28. *"The building a self-proclaimed archeological site..."*
29. *"There is no way this apartment is getting all 4 & 5 Stars."...*
30. *"The reviews are too wordy and sound like the owner."*
31. *"There was no manager Samy to help us even when we called him."*

(See attachments reviews)

32. All the elements for defamation per se, for the
aforementioned statements are met they were (1) published (2)
false, (3) defamatory, (4) unprivileged, and (5) has a natural
tendency to injure, causes special damage. NY Civil Code § 45:

*Although statements of fact may be
Statements that contain a charge described
in Civ. Code, § 45, directly, and without
the need for explanatory matter, are
libelous per se. A statement can also be
libelous per se if it contains a charge by
implication from the language employed by
the speaker and a listener could understand
the defamatory meaning without the necessity
of knowing extrinsic explanatory matter.*

33. This is the Plaintiffs first lawsuit against a guest in 17
years in business long before the advent of the internet in
the travel industry.

*"The relevant law is the same as to libel
and trade libel. And the same conditional*

privileges apply to both causes of action. Libel is a false and unprivileged publication which exposes any person be shunned or avoided, or which has a tendency to injure him in his occupation. Trade libel is the publication of matter disparaging the quality of another's property, which the publisher should recognize is likely to cause pecuniary loss to the owner. The sine qua non of recovery for defamation is the existence of falsehood. A statement is libel on its face if it is defamatory of the plaintiff without the necessity of explanatory matter, such as an inducement, innuendo or other extrinsic fact.

Simply couching a statement in terms of opinion does not dispel the false, defamatory implications because a speaker may still imply a knowledge of facts which lead to the defamatory conclusion. Expressions of opinion may imply an assertion of objective fact. Statements of opinion that imply a false assertion of fact are actionable. The question is not strictly whether the published statement is fact or opinion. Rather, the dispositive question is whether a reasonable fact finder could conclude the published statement declares or implies a provably false assertion of fact.

34. "this self-described archeological building is a fire hazards" This statement is as negligent as it is malicious First it accuses owners of deception and second it accuses the owner of criminal negligence. We will make a *prima facie* case that both statements "self-proclaimed archeological site" and "fire hazards" are false and defamatory *per se*.

35. "**this self-described archeological building...**" This statement is false, negligent and malicious because there is a plethora of archeology and history in Defendants' face during

their 5 days stay to believe they were blind to all of them. This statement was willfully written to injure, and implies deceptive fictitious stories to increase sales in false advertisements. The building's street, the ground on which the building was built, and its name "St Severin Street" dates from the early 13th century unchanged to this day! the hermit who's name was given to the street lived on these grounds in the 6th century; on the East side of the building are Neolithic remains from about 6,000 BC ; on the west side about less than 70 steps away from building "22 rue St Severin" a Neolithic bridge Le Petit Pont, was the site of a wood bridge built in 4 arches by Gallic tribes in about 1,300 BC and specifically mentioned by Julius Caesar in 20 BC, also on the west less 30 steps crosses St Severin the first street of Paris dating back to Neolithic times rue St Jacques, just to the South stand the "Parisii" structures and Gallo-Romans bath dating from year about 150 BC to year 400 of our era, right next to us facing us less than 20 steps from our entrance stands structures of a church wall dating from 650 above which the gothic St Severin (the oldest gothic church in Paris) re-built in 1,110. A stone throw away Notre Dame was built over a pagan temple at the beginning of the common era, and under it's parvis an entire archeological underground excavation the only in Paris dating before the common era. Notre Dame is the archeological epicenter of France from which all distance are measured. On the South east of the "22 Rue St Severin" less than a minute walking distance is the Sorbonne built in year 1,236; a few

minutes further Henry IV a college built in year 506. The Latin Quarter, an education hub, was named from the countless schools that filled the area during the Middle Ages, to this day.

As for the history of the **building in itself**, the Honorable Judge may respectfully conduct a cursory Google search to read that the building was a hotel in the 17th Century and still standing... or search on google for "*Old meets New: 10 of Paris' Coolest Examples of Architectural Ingenuity*". It was also the residence of Abbé Prévost born in 1697 a defining thinker in French history and his residence makes the building doubly historic. The building is featured in Travel books and is a must-stop of every professional guide tour. Indeed "22 rue St Severin" is a hot-photo-spot for tourists from around the World who "we pleasantly watch tourists stop in large groups to photograph us standing at the window, as if we were celebrities (a quote from one of our guest)

By contrast James and Judith Johnston from Ashland population 20,000 are malicious. They could not have possibly missed all of the above, and even if they were unconcerned with history, there were etched signs in English and French outside the apartment, inside of the apartment framed etchings of Abbé Prévost, City signs in the streets, in front of every historic site, inside of every historic site, even with a cursory google search.... It is flatly unfathomable to believe the defendants for 5 days saw nothing or read nothing. This is a negligent and malicious accusation of owner's deceptive usage

of history and false advertisement, a class A misdemeanor and thus defamation *per se*.

36. " ***the building ...is a fire hazard***", this statements oozes with malice. The argument is that the above recited proximity to priceless historic National Heritage sites lead any reasonable person to believe the city's inspectors of Paris would not permit hazardous building which would endanger countless tourists who converge to this location. Conversely, the owners owning a piece of this history would not allow their building to burn, and that two Insurance companies will not insure a building that "*is a fire hazards*" all lead the reasonable observer that the statement must be false. Moreover, the Court will also consider the "context" of the defendants statements from which they reached the "fire hazard" conclusion: the Defendants do not claim being neither a "firemen", "fire experts" nor a "fire inspectors". The contextual totality are of "*plastered walls*", "*Exposed Utilities*" (which is a water sink thus diametrically opposite to a fire hazard); "*narrow stairs*" "*slopping floors*" nothing to reach a finding of "*fire Hazard*". Therefore the statements are false. Apart from being malicious on its face it implies owners' recklessness. That the Plaintiffs are criminally negligent to leave the stairs in such criminally negligent condition, a crime they did not commit, and which meets the established standard of defamation *per se*.

37. ***"There was no manager Samy to help us even when we called***

him". The statement is malicious because Defendants spoke to the manager Samy by phone asking for help to get to the Airport. The Defendants are patent liars. The Court will note the choice of words, the defendants did not say the manager Samy was not responsive, rather they said " there was no Manager Samy..." implying the manager is fictitious. But when the owners supply on the internet a picture of two managers, their separate telephone numbers, text and their emails, if all is fictitious, then the implication is the owner is perpetrating a fraud. While in Paris the Defendants never bothered to call, text or emailed "for help" and cannot produce a scintilla of evidence they did, except late at night on the eve of departure a call to ask for Airport transportation and spoke at length with Manager Samy who helped them. Directly contradicting their statement. To imply owners are deceiving everyone with a fictitious staff is false and a defamation *per se*.

38. ***"There is no way this apartment is getting all 4 & 5 stars."***

This is a malicious statement because it implies we are publishing lies on our advertisement page. A class A misdemeanor. The Court must respectfully put the statement in context. The defendants' fails to describe why the apartment cannot get 4 & 5 stars. In other words there is not a scintilla of a reference about the apartment in itself. The

entire review is about the entrance and the stairs, but Defendants state "the apartment cannot get 4 and 5 stars". The innuendo is all reviews are fraud. It is a false maliciously statement meant to injure, and it is defamation *per se*.

39. **"the reviews are too wordy and sound like the owner"** . This again oozes with malice. The Defendants do not claim to be language experts to deconstruct 51 reviews for grammar and syntax to posit conclusions to the public. The owners are livid. It will be proven at trial, that in no manner directly or indirectly the owners have written or influenced the guests who voluntarily wrote 4 & 5 star reviews for the past 12 years and VRBO has the email addresses, names of each guests and proof the emails originated from these guests home computers. And the Court is welcome to contact each and every of those 51 guests directly. This is an outrageous innuendo of fraudulent business modality in addition to false advertising and fraudulent owners, crimes the Plaintiffs did not commit, meeting the established standards of defamation *per se*.

40. **"Do not be deceived by # 20279 ad "** This is maliciously advice which implies the Owners manipulated the ad. Or falsely described the apartment. he Court will note there are no pictures of the 18th century stairs and entrance because the stairs and entrance are not rentable, and Plaintiffs do not own the building, just 2 apartments in that building. The implications are of crime of deception and false

advertisement, a class A misdemeanor a crime Plaintiffs did not commit and thus meet the established standards of defamation *per se*.

41. Under New York law, the elements of a defamation claim are:

1. a false statement; 2. published to a third party without privilege or authorization; 3. with fault amounting to at least negligence; 4. that caused special harm or defamation *per se*. *Dillon v. City of New York*, 261 A.D.2d 34, 38 (N.Y.A.D. 1 Dept. 1999).

42. The Plaintiffs made 6 (six) negligent and malicious statements that implied questions of deception, fraud, false advertisement, and criminal negligence; crimes the Plaintiffs did not commit and thus they made a *prima case* for defamation *per se*, and the Defendants Motion to dismiss this action, must be respectfully denied.

Fiduciary duty

43. Although the owners may appear to be the dominant party, they are not in our new world reality. The owner's contractual clause "not to use the web" *implies* an intrinsic fear and evidence of a weaker position. In today's world the dominant party is the self-appointed critic that wields the web as weapons. We landlord and business owners are the metaphoric sitting ducks. We have lost all control. It is notable that last week for the first time in France an anonymous blogger

was sued and condemned for criticizing the owner of a restaurant please Google search "*une bloguese condammée pour avoir critiqué un restaurant*") but this could never happen in America. Therefore until our laws are tailored to bring a sense of measure and balance, we small and large business owners are at the mercy of every blogger. We pray the Court to weigh *de novo* the "shift" of power engendered by the web. In this instant case the Defendants have convincingly wielded their new found power to massacre us; Plaintiffs claim a breach of fiduciary duty.

Wherefore:

44. Paragraph three of this instant Answer reminds the Court that on procedural grounds this motion should be respectfully denied.
45. The Plaintiffs demonstrated a *prima facie* case for the merits of every cause of action in their complaint and the Motion to dispose should be respectfully denied.

Cross motion

46. The Plaintiffs have just been injured with the loss of a substantial contract and accuse the Defendants for being the proximate cause. This damage incurred after the filing of the

complaint. The Plaintiffs will move the Court to amend the complaint to include a cause of action for Tortious interference with business relationship and contract.

Partial Summary Judgment for Breach of contract

47. The Court will respectfully note that the 3 pronged facts;
- 1) the presence of a signed contract.
 - 2) the forum clause that bars the defendants from publishing complaints on the website
 - 3) and the reviews published on the websites in violation of the contract; are undisputable.

Wherefore:

- 1) The plaintiffs respectfully demand an early partial summary findings for breach of contract since there are no genuine issue of material fact and no triable issues for these matters. Leaving intrinsic and ongoing issues of damages to be gauged at trial.
- 2) The web damages are ongoing incremental "irreparable damages" that will self-generate indefinitely, where no monetary award could be fair and just. And ask for equity. Plaintiffs respectfully pray to mitigate the damages and pray for a ruling to order Defendants Johnston to withdraw the review.
- 3) Alternatively pray for a ruling ordering the Hosting Company VRBO, to "suspend" Johnston's review until matters are settled at Trial.
- 4) Should the Defendants intentionally object to withdraw the review. They are 75 years old and retired (I am 65 and wish them

to live to be a 100). With no income they may have little or no money available to pay a cash award and thus have nothing to lose rendering Plaintiffs efforts to be made whole again, fruitless. Under these circumstances, if they object to withdraw the injurious review and intentionally let damage accrue; only then a ruling for a lien on their properties is respectfully not deemed unreasonable. And pray it will be granted.

Every statement made above is true under penalty of perjury

Claude Galland
Pro se

Violaine Galland
Pro se

July 25th, 2014

St Severin Studio - VACATION RENTAL AGREEMENT

2013

Between the undersigned parties:

Your Name:

James M. & Judith Johnston

Your Tel / Cell Numbers

Jim 541-944-5618 (c)

Judi 541-944-5068 (c)

Your Address: 1025 Pinecrest Terrace

City, State, Country: Ashland Oregon

97520

Zip

Your E Mail johnstonjud@gmail.com or / and

Check

Hereafter called "the tenant"

Mr. Mrs Claude and Violaine Galland www.paris-essentials.com 166 West 75th Street, apt 1214 New-York, NY 10023
 Claude's Cell: (917) 770-1046 claudes@paristudios.com Violaine's Cell: (646) 266-8033 (see page 3)

Hereafter called "the landlord"

PAID

\$728.45

September 19th, 2013

It is agreed that: The landlord lets to the tenant, as a seasonal short term rental, the furnished premises described below. The studio apartment is located at 22, Rue St Severin, 75005 Paris on the 2nd Floor (French) and is fully furnished with appliances. It is exclusively reserved for our Guests, thus no one occupies it on a permanent basis. Please be considerate with furnishing and appliances. The tenant shall complete a short survey on departure day about the condition and cleanliness of the premises and agrees to leave the studio in the same condition, for the next guest to enjoy it. (See our T&C Rule of the House)

2-Rental Duration

The rental shall be effective from May 24 2013 at 2:00pm to May 28 2013 at 10:30 am
 (no exception) for a period of 4 nights. Please advise estimated arrival time in Paris 2 am / 6 and departure 9 am

3-Rental Fees

The short-term rent is settled at 133 euro per night totalling 532 € / \$ (Please circle one) for your stay.

Airport Shuttle transportation We offer courtesy airport shuttle service at discount rate of 22 € per passenger (one way).

* from / to the airport. Add to my rental? YES / NO Total Passenger(s) 2 x 22 € = Total 44 € Please confirm:

Airline NO Flight # NO Arrival time NO and / or Departure time NO Airport: CDG / Orly

Travel Insurance We are licensed to offer AIG travel insurance to protect your vacation. Coverage up to \$500,000 for medical, delays and baggage lost. Please review T&Cs on our website. Add insurance? YES / NO.
 Cost: 7% for my rental - \$ NO We will make our decision soon and contact you.

Telecommunication Package includes

TV with dozen of English and French channels, free WIFI internet access to your laptop (we will give you the codes in Paris) and free calls to FRANCE, USA, Canada, Australia and China to Landlines no call to cell phone please) The cost is 25 Eu for your entire stay. Add Telco Package? YES (NO)

A credit card is required on file to process all bookings (even if you chose another payment method, see page 4)

We only accept VISA or MASTER CARD (please circle one)

Credit Card Number 4388 15400 12731 15562 Expiration Date 2 / 15

First Name: Judith Middle Initial E Last Name: Johnston

Billing Address: 1025 Pinecrest Terrace

City Ashland State/Region Oregon

Zip 97520 Country U.S.

3b- Method of Payment (Please check one)

☒ Personal Check (USD\$ or €) ☐ Credit Card (Visa or Master Card) ☐ Bank Wire (€) ☐ Paypal

Please note that for less than 2 weeks rental, FULL PAYMENT is due upon booking

St Severin Studio - VACATION RENTAL AGREEMENT

2013

Total number of guests occupying the apartment: 1 (2)3 (Please circle one)

Myself Name Judith Johnston Age 70
 Guest 2 Name James Johnston Age 71 Relationship Spouse
 Guest 3 Name _____ Age _____ Relationship _____

ARRIVAL: Check in is 2:00 pm (unless you have explicit permission to arrive earlier to drop your luggage.) With permission from the owners, you can arrive independently, open the lockbox, enter the studio and leave your luggage but not earlier than 11:00 am out of consideration for the previous guests. Please remember that our official arrival check-in time is 2:00pm. Clean Bed sheets and bed covers are left around 2:00pm and not before that time.

4 - General Conditions

- a) The tenant agrees that he/she shall occupy the premises personally and quietly.
- b) He or she shall not, for any reason, interfere with the gas, water or electrical supplies in the rented premises and is wholly responsible for any damages incurred to the studio. In some rare cases the owner forfeit the damage deposit but this does not mean the tenant will not be held financially responsible for the damages to the studio or furniture.
- c) He or she undertakes to have repaired any damage done to these installations by any possible misuse.
- d) To prevent fire No smoking and No candles are permitted.
- e) He or she shall not, under any circumstances, sublet all, or part of, the apartment. Under no circumstances he or she will abandon their studio before alerting the caretakers and owners orally and in writing and allowing 48hrs to cure concerns.
- f) This is a GREAT location for a small PRICE. We have been screened by major Travel Insurances and Rental Agencies and offer a full refund for full-catering but no refund for self-catering-budget. We have been 14 years in business accommodating guests from every corner of the World, please refer to your Travel Insurance for any refund other than as stated in paragraph 8.
- g) Forum clause: The landlord is not responsible for accidents or thefts or any type of occurrences in the building or on the premise. The tenants agree not to use blogs or website for complaints, anonymously or not. The tenant agrees that an arbitrator is the forum to resolve any issues raised in Paris and that forum be held in the Country of France. Breach of this contract other than any Act of God outside the control of the landlord, will be resolved in NY Federal Court.

Safety memo: Although Paris is the most visited city in the World, and this location is the safest in Paris, tenants must be diligent. Please remember that tourists are most vulnerable. Tenants will not open the lockbox when strangers are in proximity.

Deposit Waived by Violaine

5 - Security deposit

The tenant upon his occupation of the premises shall pay a security deposit of \$800 dollars. This security deposit will be used as a guarantee for the landlord in the case of any damage caused to the premises during the rental period, or for the replacement of any contents found missing upon the departure of the tenant. The security deposit shall be returned to the tenant two days after departure, or upon inspection of the premise and receipt of the set of key(s). (Lost keys cost \$55.00 per set because we have to change the lock.)

6-TAX

The building 40eu in tax is not a cleaning fee, rather it to cover part of the Parisian "taxe foncière" for owners with more than one property and other building charges. You agree to leave the 40eu on the table with our questionnaires survey, for our caretakers to collect them.

7) Cleaning

In Paris, cleaning fees are 120eu (or \$160 dollars) for 2-3 hours. You do not pay this amount since you concurred with our "Rules of the House" and agreed to leave the studio as clean or cleaner than you found it. On your day of departure, please pull the sheets off the bed, wash the dishes, sweep the floor, empty the fridge and bring down the garbage. We count on you to leave the studio clean or cleaner for the next guests to enjoy it; otherwise we would charge your credit card. You will act like a native Parisian. If something breaks on your watch you are responsible for it without discussions.

8-Rental forfeit

Because it is difficult to find another guest to fit exactly in your time slot at the last minute, we require 8 weeks' notice on all cancellations for a 50% refund. In these uncertain times, please purchase a robust Travel Insurance.

9-Payment

For rental of 2 weeks or less, full payment is due upon booking and prior to arrival. Payment by check is preferred. Please make check payable to: Violaine Galland.

St Severin Studio - VACATION RENTAL AGREEMENT**2013****10-Keys**

For short stay rental (under 3 months) the apartments' keys will be locked in a lockbox. The tenants will receive code numbers and specifics instructions on how to open the lockbox 2 weeks prior departure via email. This lockbox system was implemented for your peace of mind and guarantees access to your studio at any time of the day or night!

9- Studio address

The address: **22 Rue St Severin , 2nd Floor, Paris 5th District - 75005 PARIS**
 Security Buzzer: **TO BE PROVIDED**
 Lock Box: **TO BE PROVIDED**
 Tel in Studio: **01 46 33 48 09 or 01 56 24 12 23**
If calling from USA (011) Paris code 33 then dial 1 xx xx xx xx

Metro: **Metro ST MICHEL (the most popular station in Paris)**

10- Contact Information in Paris

Samy and Myra (our managers in Paris) **077.852.4619 or 062.122.3282**
 Claude's cell **+1 (917)770-1046 (from Paris dial 001(917)770-1046)**
 Violaine's cell **+1 (646)266-8033 New York**

In case of medical emergency who do we contact back home (Please list 2)

Name Susan Yates-Miller Relationship daughter Tel number 409-6116
503-236-2571

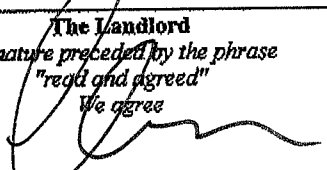
Name Lisa Johnston-Porter Relationship daughter Tel number 503-957-6891
011 503 245-6309

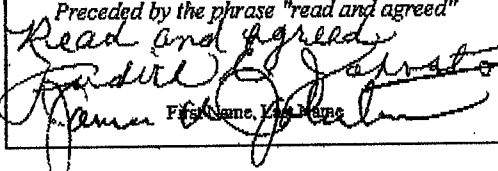
Written in the city of _____

on _____

2013

Lisa@Kpdscibilitylaw.com

The Landlord
 Signature preceded by the phrase
 "read and agreed"
 We agree

 Claude and Violaine Galland
 Sept 19/2013

The Tenants
 Signature
 Preceded by the phrase "read and agreed"
 Read and agreed

 First Name, Last Name

Method of Payment

We are delighted that you are booking our studio apartment! Your booking will be confirmed upon receipt of payment. Due to high demand, we will secure this reservation for 72 hours until payment is made.

1. **PERSONAL CHECK**

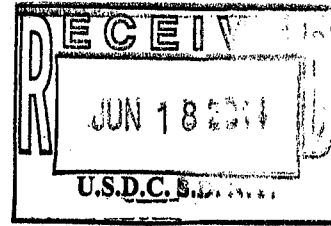
*to be mailed priority AM of tomorrow
 May 16, 2013*

MAG. JUDGE ELLIS

14 CV 4411

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK



XX

Claude Galland; Violaine Galland; Paristudios.

Plaintiffs

COMPLAINT

vs

Jury Trial Requested

James Johnston; Judith Johnston; Stephen Bowden; Terri Bowden.

Defendants

XX

I. Parties in this complaint:

Plaintiffs:

Claude and Violaine Galland 166 West 75th Street, suite 1208 Manhattan, NY NY 10023.

Paristudios 166 West 75th Street, suite 1214 Manhattan, NY NY 10023.

Defendants:

James and Judith Johnston 1025 Pinecrest Terrace Ashland, Oregon OR 97520

Stephen and Teresa Bowden- 3632 Longview Lane Mobile, Alabama AL 36608

II. Basis for Jurisdiction:

A. The basis for federal court jurisdiction is Diversity of state Citizenship

B. Plaintiffs' state of citizenship: New York.

C. Defendants Johnston and Bowden states are Oregon and Alabama, respectively.

III. Statement of claim:

1. The center gravity of this case is a breach of contract by the defendants, which has been aggravated by defamations to character and business reputation.
2. We respectfully seek the jurisdiction of the New York Federal Court on the grounds of citizen's state diversity. Defendants reside in Oregon and Alabama respectively. We reside on the Upper West Side in New York City. The entire history of the transactions with the defendants originated from New York. Our business is maintained in New York, all correspondence from the defendants landed in New York, all telephone calls from the defendants were made to New York, all defendants' emails were sent to our email address based in New York, the signed contracts were physically mailed to New York, the rental checks were physically posted to New York and all checks were cashed in a New York city bank. The Plaintiffs signed the contract in New York City.

3. And it is notable that the defendants *signed and agreed* to our forum clause, that if there were a breach of contract all parties agreed the litigation will be in New York.
4. We have rental agreements. (Attached).
5. The *Sin qua non* conditions in this agreement was timely "*notification*" of any arising issues; and the agreement that defendants "*could not use blogs or websites for complaints*".
6. Defendants agreed and signed-in-ink the rental agreement to stay under our roof for a week in Paris.
7. The defendants stayed an entire long week with no complaints.
8. But subsequently the defendants breached our agreement and published *belated* complaints on websites.

IV. Argument:

9. In our 17 years of providing accommodations in Paris, this is the first time we sue our tenants.
10. Notification. Anything unforeseen could happen in Paris- Our caretaker could have a medical emergency, the City a shortage of electrical, water leak or Internet wifi disruption, ect....owners must be notified and given an opportunity to address the issues within 48hrs. To facilitate notification we provide every channel of communication - access to our personal cell numbers, the cells of our two caretakers in Paris, business email and the emails of our two caretakers and our fax number. Our assistant in New York is on duty 8 hours a day and our two caretakers in Paris are

available on call 12 hours a day. All communication calls from our apartment in Paris to the USA are free.

11. Clear evidence of open communication lies in the defendant's communication on their last day, they called *and* emailed us for advice about transportation to the airport and we responded immediately. Yet, there were never any mention of any issue big or small, up to the last minute.
12. An absence of even a whisper of dissatisfaction during their week-long stay is fatal to the credibility of their belated public statements of "*misrepresentation*"; "*noise*"; "*inhabitability*"; "*dangerous condition*" and "*deception*". They are untimely, disingenuous and an after-thought for ulterior motives.
13. Moreover, should the dangers recited above were true, the reasonable person will upon arrival decline a "misrepresented" accommodation, ask for a full refund and abandon ship. The defendants had the option, after allowing owners to address the issue, to abandon ship.
14. GENERAL CONDITION stated:

"Under no circumstances he or she will abandon the premise before sharing a concern with both the caretakers and owners orally and in writing and allow 48hrs to address and cure the issues.

There is more.

15. Our *sin qua non* house rule stipulated that even if, *arguendo*, the four-horses-of-the-apocalypse emerged from doom: "The *tenants agree not to use blogs or website for complaints, anonymously or not.* "

16. Period.

17. The defendants stayed one long week in silence then dishonored their own signatures and published online toxic reviews back-to-back.

18. These reviews were replete with false statements; false assumptions, and half-truths with no other reason but to harm and blackmail the owner for a full refund.

19. The wordings of the title of the review by defendants Stephen and Theresa Bowden were carefully crafted to maximize damage. They did nothing more than re-state what we have honestly mentioned in our ads but conspicuously leaving half of the truth out to damage us. In the review's title the word "noise" if and when true, was pointless, we stated that the apartment gave to a lively street full of tourists and is precisely why is safe: there is safety in numbers. (Crime against tourists and housebreaking in Paris is a major issue but in our 17 years in business not once in this location and the public should know the **benefits** of a lively street). Noisy yet safe is what we stated in the advertisement. A stand alone "Noisy" is reckless and deprive the reader of the review about the safety in numbers afforded in this location and the security cameras provided by the city of Paris to protect the sites and the large amount of tourists. Any reasonable observer will agree that an intentional pointless repetition of half of the advertisement without re-stating the other half, is reckless and pointless except to willfully incur harm. The issue of space is also just re-stating

of what we clearly advertise (20m2) , and the defendants admit the space is average in Paris making the re-iteration of "small" pointless. But to volunteer to conclude it can only fit 2, when we advertise could fit 3 means we are deceiving the public. This is a false accusation. For 7 years, most of our guests who had raved about the apartment and volunteered to write 4 and 5 star reviews were in fact a party of 3, and they will be appearing as witnesses to contradict the disingenuous damaging statements of the defendants.

20. In addition to accuse us of deception with "mirrors" and clever photography is outrageous when the photographs depict an image *and* its mirror image. The accusation of deception is false.
21. Moreover the defendants refer to a site "Dam" which is false. There are no sites known by the name of "Dam" in Paris or anywhere in the World. It is false and, *inter alia*, a vulgar word sounding as "damn" with obvious negative connotation.
22. Likewise defendants Judith and James Johnston review are replete with malice.
23. Defendants Johnston claim misrepresentation based on published photos of the premise's stairs, but we never had any photograph of the stairs. Ever.
24. The stairs is a public space owned by *all* the owners of the building not only by us.
25. The defendants with malice invented the existence of these photos to defame our character with misrepresentation, on our website page.
26. Defendants Judith and James Johnston also arrogantly stated, that all previous reviewers who wrote 4 or 5 stars reviews since 2007 "*are in no way true*", and after

analysis of their syntax conclude that they are all *"too wordy"* and *"written by the owner"*.

27. The outrageous and reckless public statements that the owner *"wrote the reviews"* lead the casual reader to believe all our seven years of being reviewed are a fraud. These false public statements are defamation to our character and the business a sham, stated on the same page where we advertise our property to maximize damage. This represents a text book example of indefinite long lasting damage. When we received last week two positive reviews by guests who reserved long ago thus not yet privy of the defendant's statements, they will be also put into question as written by owner and all our past, present and future 4 and 5 stars reviews will be assumed *"written by the owner"*, indefinitely damaging us.
28. It is laughable that the defendants are self-proclaimed-experts in English syntax which allows them to so cleverly perceive the owner's deception, but on the other hand fail to deconstruct the syntax of a plain sentence written in plain English: *"The tenants agree not to use blogs or website for complaints, anonymously or not."*
29. It is also laughable that the defendants are self-proclaimed-fire-hazards-experts and scream of *"inhabitable dangerous"* conditions when their action in Paris tells the opposite story: they stayed for an entire week in this *"inhabitable dangerous"* fire hazard conditions without a whisper of a scintilla of a complaint, or insist to move elsewhere.
30. Moreover, a feedback questionnaire is left on the table. On the feedback document, nothing not a word of *"inhabitability"* or *"danger"* *"noise"* or *"smallness"* where left

behind to alert us, and take action when they left, nor of course where there any calls, texts, nor emails until we were surprised by the public reviews.

31. Should the defendants sincerely have had the public concern at heart; they would have complained to the New York Consumer Affairs. But even that they did not.

32. The Court will note that we are mindful of the defendants' right of free speech, which was limited only about complaints on websites and blogs.

33. We cannot control the malice of individuals who lead small lives in small towns, and feel important when they wallow in the new found public power of writing reviews to defame, destroy and tear businesses.

34. But we can mitigate the malice orchestrated by writing false and half-truths on the same page where we advertise because the damage is proximate to the business we have built for 17 years.

35. Finally it is noted that we are mindful of the Court's time and to avoid this instant litigation we offered the defendants a partial refund against withdrawing the reviews. We were laughed at, and threatened with diverse legal actions for a full refund.

In conclusion

Our house rules are a *sine qua non* condition to stay under my roof. Our conditions written in plain English were short and clear. Read and signed. The defendants are "self-appointed-experts" and "self-appointed-critics" who stayed in stealth under my roof for an entire week without sharing an iota of a problem. That silence robbed us from an opportunity to address the issues and is fatal to the credibility of the seriousness of such issues. Then they chose to

breach the agreement and publically defame us and our business on our internet page, as a weapon to attain their ulterior motive.

V. Causes of actions.

36. We accuse the defendants for the breach of fiduciary owed to us.

37. We accuse the defendants for breach of contract. (All the required elements of negligence, on the law, are met.)

38. We accuse the plaintiffs of intentional negligence with intent to harm.

39. We accuse the defendants of extortion.

40. And we accuse the plaintiffs of Defamation of character, business and reputation.
(All the required elements of libel, on the law, are met.)

Wherefore:

We seek an immediate order from the Court to withdraw the reviews to *mitigate* all current and future damages.

We also seek from every defendant all the damages and special damages permitted, on the law, for negligence, gross negligence and intentional negligence.

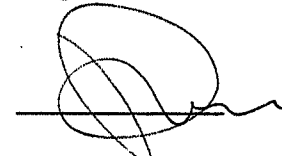
We also seek all the damages permitted, on the law, for defamation of character and defamation of business.

We will respectfully seek a court judgment for a lien on their property. And seek punitive damages with the discretion of the Court, for an amount deemed just and equitable by a Jury of our peers, but no less of one million dollars.

June /18/ 2014, swear the truth



A handwritten signature in black ink, appearing to be 'Claude', written over a horizontal line.



A handwritten signature in black ink, appearing to be 'Violaine', written over a horizontal line.

Claude and Violaine Galland
166 West 75th NY NY 10023
1(917) 770-1046

(1)

Login Help

List your property (http://www.vrbo.com/info/list-your-property?icid=IL_LYP_O_Text_lyttopnav)

Paris, Ile-de-France (Paris Area), France

08/25/2014

08/30/2014

Search

[Home \(http://www.vrbo.com\)](http://www.vrbo.com)

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[Ile-de-France \(Paris Area\) \(http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france\)](http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france)

[Paris \(http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france/paris\)](http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france/paris)

[Paris Arrondissement 5 \(http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france/paris/5-latin-quarter\)](http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france/paris/5-latin-quarter)

VRBO Listing #20279

Like 124

Oh... La La! Studio Steps from Notre-Dame High Bandwidth Wifi Optional



[Overview](#)

[Reviews](#)

[Rates](#)

[Calendar](#)

[Location](#)

[Owner Info](#)

[Photos](#)

Minimum stay: 2 nights Pets considered: No
Internet: Yes Wheel chair accessible: No

Paris Arrondissement 5 studio description

Oh la la... Steps from the river! LOCATION, LOCATION, LOCATION!

Apply the '1-minute-rule': the studios are 1 minute walk from the river Seine, arguably the most

Save to my favorites

€59

per night (EUR)

51

1 Bedroom / 1 Bathroom
Sleeps 3

View calendar: Updated 07/12/14

Minimum stay: 2 nights

08/25/2014

08/30/2014

Get an instant quote

Owner

Email owner

Show Phone Number

Speaks: english

Always make sure to call the number on the listing to confirm payment details. Only pay using credit card, PayPal, check, or direct bank transfer.

[Learn More](#)

(<http://www.homeaway.com/info/security-travelers/safe-payment-tips>)

Add vacation protection services to your booking

Three services to protect your trip:

Protect your payments in case you need to cancel.

Guarantee the rental meets your expectations.

Ensure you're prepared in case of accidental damage.

Feedback

(/)

Login ▼ Help ▼

List your property (http://www.vrbo.com/info/list-your-property?icid=IL_LYP_O_Text_lyttopnav)

Paris, Ile-de-France (Paris Area), France

08/18/2014

08/23/2014

Search

[Home \(http://www.vrbo.com\)](http://www.vrbo.com)

[Europe \(http://www.vrbo.com/vacation-rentals/europe\)](http://www.vrbo.com/vacation-rentals/europe)

[France \(http://www.vrbo.com/vacation-rentals/europe/france\)](http://www.vrbo.com/vacation-rentals/europe/france)

[Ile-de-France \(Paris Area\) \(http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france\)](http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france)

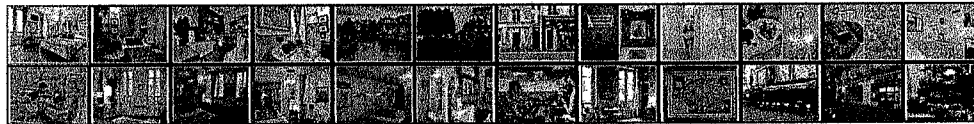
[Paris \(http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france/paris\)](http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france/paris)

[Paris Arrondissement 5 \(http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france/paris/5-latin-quarter\)](http://www.vrbo.com/vacation-rentals/europe/france/ile-de-france/paris/5-latin-quarter)

VRBO Listing #20279

Like 124

Oh... La La! Studio Steps from Notre-Dame High Bandwidth Wifi Optional



Save to my favorites

€119 - €125

per night (EUR)

50

1 Bedroom / 1 Bathroom
Sleeps 3

View calendar: Updated 06/10/14

Minimum stay: 3 nights

08/18/2014

08/23/2014

Get an instant quote

Owner

Email owner

Show Phone Number

Speaks: english

Always make sure to call the number on the listing to confirm payment details. Only pay using credit card, PayPal, check, or direct bank transfer.

[Learn More \(http://www.homeaway.com/info/security/Travelers/Safe-Payment-Tips\)](http://www.homeaway.com/info/security/Travelers/Safe-Payment-Tips)

Add vacation protection services to your booking

Three services to protect your trip:

Protect your payments in case you need to cancel.

Guarantee the rental meets your expectations.

Ensure you're prepared in case of an emergency.

Feedback

[Overview](#)

[Reviews](#)

[Rates](#)

[Calendar](#)

[Location](#)

[Owner Info](#)

[Photos](#)

Minimum stay: 3 nights Pets considered: No

Internet: Yes Wheel chair accessible: No

Paris Arrondissement 5 studio description

Oh la la... Steps from the river! LOCATION, LOCATION, LOCATION!

Apply the '1-minute-rule': the studios are 1 minute walk from the river Seine, arguably the most

magical location in Paris! A walk to everywhere and all major sites, a real benefit if you are staying a week or less in Paris. A stroll at midnight over the bridges will let you to soak in the spirit of Paris, then walk safely home, among tourists in the brightly lit streets lined with shops, bakeries, cafe and restaurants open until 2:00am.

of accidental damage.

Get it now

HIDDEN SAVINGS:

You will also save money. First by walking everywhere and avoid taxis. Secondly, you will save money on food, the apartment is near a fantastic SUPER Gourmet Stores the only in Paris open until midnight, for your convenience. In addition, save money at the Marche Maubert, the open street market with authentic cheese, bakeries and wine.

LE METRO St Michel

1 Minute walk to the most metro in Paris and 2 min. walk to RER B direct line to CDG Airport.

LES 2 STUDIOS

Located on the first floor (French) of a historical building, each studio is about 20 Square Meters with 2 tall windows looking out on a pedestrian street. The studios are furnished with a double-bed, cafe-style table & chairs, TV and a folded twin sofa. In the kitchenette there are two cooking plates, microwave, coffee maker, fridge, wine glasses and all utensils.

HIGH BANDWIDTH WIFI to your laptop + FREE international calling to dozen of countries including free long distance to USA Canada Australia Europe and China!

Keywords: Studio

Property Type

On floor 2 20 m² 2 story
Studio

Accommodation Type

Vacation Rental

Meals

Guests Provide Their Own Meals

Onsite Services

Housekeeper Optional

Suitability

Pets Not Allowed Children Welcome Non Smoking Only

Bedrooms: 1 Bedroom, Sleeps 3, Beds for 2-3

Bedroom 1: 1 double, 1 sleep sofa /futon

1 Double Bed (Sleep 2) 1 Sofa Futon (Sleep 1)

Bathrooms: 1 Bathroom

Bathroom 1: toilet, shower

Sink

Feedback

Kitchen & Dining

Kitchen:	Microwave	Dishes & Utensils
2 cooking stoves, 1 microwave,	Cooking Utensils	Coffee Maker
Catering Available:	Pantry Items	Refrigerator
Call nearby restaurants		
Dining Area Seats:		
3		

Amenities

Towels Provided:	Parking:	Iron & Board
Not provided with self catering	Metered Street parking available	Babysitter
option, however you can always <u>more</u>	near by on Rue St Jacques. <u>Parigmore</u>	Heating
Parking Off Street:	Clothes Dryer:	Hair Dryer
Metered Street parking available	Wash N Dry shop located near by on	
near by on Rue St Jacques. <u>Parigmore</u>	place Maubert	
Linens Provided:	Washing Machine:	
We use a professional laundry	Wash N Dry shop located near by on	
service for all our bed linens, <u>shantre</u>	place Maubert	

Entertainment

Books:	Television
Tourist guides and novels	

Communications

Wireless Internet	Broadband Access	Telephone
		Internet

Outdoor Features

Boat:	Bicycles:
We highly recomend the romantic	Paris offer bicycles share near by
Cruise on River Seine	

Theme

Budget	Historic	Family
Tourist Attractions	Romantic	

Car

Not Necessary

Feedback

Activities

ATM/Bank	Cycling	Churches
Antiquing	Hospital	Botanical Garden
Medical Services	Groceries	Synagogues
Massage Therapist	Swimming	Recreation Center
Outlet Shopping	Laundromat	Playground
Shopping	Scenic Drives	Health/Beauty Spa
Walking	Duty Free Shops	Live Theater
Sight Seeing	Cinemas	Zoo
Fitness Center	Ruins	Winery Tours
Sailing	Restaurants	Museums
Tennis	Coin Laundry	Library
Golf	Autumn Foliage	

Other Activities

Close to Marche Maubert with fresh flowers & vegetables, cheeses & wines and bakeries

Reviews

4.7 from [Write a review \(http://www.vrbo.com/20279/reviews/write\)](http://www.vrbo.com/20279/reviews/write)

50 traveler reviews



Awesome way to experience Paris

Joel C.
<http://traveler/profiles/2c753ba5-67f0-4893-b963f-26fc32254f2c>
 Just amazing. This will absolutely be my first choice when visiting Paris again. You walk outside and you are in the heart of the Latin Quarter where there are tons of shops, cafes, and restaurants.

Claude was very responsive to emails and even made personal restaurant recommendations. I cannot say enough about the experience.

Stayed March 2014 **Submitted** March 31, 2014 **Source** HomeAway Family

Was this review helpful?



Guestbook Comment

Milena
<http://traveler/profiles/ae619bc0-7539-4b03-b3c0-bf235bec81df>
 I just came back from a dream trip to Paris from a trip I booked at with Claude on his site. My husband and I had a magical time staying in the charming little flat and I couldn't imagine being in a better location at a better price. Thank god some of these charming, inexpensive places still exist in the center Paris. Claude was extremely informative and the place was exactly as he described. I can't wait to go back. Hopefully the exchange rate will be better next time :(

Stayed September 2007 **Submitted** September 24, 2007 **Source** HomeAway Family

Was this review helpful?

Best Little Studio Apt in Paris

[Feedback !](#)



Travellers
Whitby
(/traveler/profiles/69917002-
0cbc-4f42-
aea4-
5a50c39bad2f)

We spent 3 days in Paris, and had never used VRBO to book a room. The pictures on the website are exact, but can't quite capture the quaint feeling it inspires. We walked everywhere as it was close to every major site seeing location. The bed was most comfortable, and we used the kitchen for breakfast each day. It was stocked with plates, cutlery, pots and wine glasses. Everything you need. I loved looking out the window over St Severn street where there was lots of activity most times of the day. In addition, Claude was very attentive to our questions, and provided many restaurant suggestions. Thanks Claude - you're the real deal.

Stayed May 2014 Submitted June 7, 2014 Source VRBO

Recommended for: Age 55+, Adventure seekers, Girls getaway, Tourists without a car, Sightseeing, Romantic getaway

Was this review helpful? ☐ Yes ☒ No

Small and noisy but close to the Notre Dam



Steve B.
Mobile, AL
(/traveler/profiles/ab376884-
b541-4fd7-
bbfb-
a68720c6d288)

This apartment was much smaller than it appeared in the pictures. There is a mirrored wall that makes it look larger than it is. To be fair, it does compare in size with other places I have stayed in Paris. It is in a very noisy neighborhood, The Latin Quarter, and we could hear people on the street most of the night and on the weekends they were very loud going up and down the stairs at all hours of the night!! Be prepared for no air conditioner. There is a portable fan which was a big help. Pack light as there is no closet and no drawers to put your clothes. The kitchen is really to small to cook in other than fix coffee or heat something up. The bathroom is also tiny. I would not recommend this for more than 2 people! On the plus side, it is attractive enough and very close to the metro and Notre Dam.

Stayed May 2014 Submitted June 3, 2014 Source VRBO

Was this review helpful? ☐ Yes ☐ No

Retired couple



James J.
Or.
(/traveler/profiles/2e187dca-
e972-4fed-
934b-
3217e8a0573e)

We just left this apartment today. This was an awful experience. The studio itself will look like the photo & the sheets are clean, but the entry "behind the blue door" is awful and is shared as the back door to a Pizza Place. They prop the door open with a beer key, right next to the trash cans. Expect a 2 story climb of narrow stairs, sloping floor, poor lighting, exposed utilities, broken and patched plaster. There is no way this Apt is getting all 4 & 5 stars. The reviews are way too wordy and sound like the owner. There was no mgr. Samy to help us even when we called him. Microwave didn't work, hair dryer with broken wires shorted out. This self described archeological building is a physical mess and a fire hazard. We were embarrassed to enter and couldn't wait to get out of there. We have stayed in several lovely ancient apartments in Europe. The building conditions always matched the interior of the apt. Don't be deceived by the #20279 ad.

Stayed May 2014 Submitted May 28, 2014 Source VRBO

Was this review helpful? ☒ Yes ☐ No

Most Excellent Location



Diann S.
(/traveler/profiles/ed834d80-
7c05-
493d-)

Claude and Violaine were extremely thorough in communicating with us as to what to expect upon our arrival. This apartment is in the perfect location of the Latin Quarter and steps away from the Metro!

Feedback

8d52-f054b2df7b0e1
The apartment has so much character and history as well. It is definitely is an older building and kept in order. We didn't use the kitchen since we were there for just three days and there were so many great places to eat throughout Paris! It looked adequate to cook a basic meal with what they provided.

One recommendation we made was to give the bed linens a good cleaning. The pillow cases had some oil? stains and the blankets looked like they could use a good cleaning. The bed was very comfortable and we slept very well.

Thanks for a pleasant stay!

Stayed May 2014 **Submitted** May 26, 2014 **Source** VRBO

Recommended for: Adventure seekers, Tourists without a car, Sightseeing

Was this review helpful?

A few nights in Paris



Stinch
Bristol, UK
(/traveler/profile/3ec3b47e-8105-4318-a497-74a934720e40)

Location, location, location. This is the perfect place for you to be able to explore the delights of Paris. Surrounded by places to eat and drink and with a metro a 2 minute walk away this is as good as it gets. The information provided before I left the UK was second to none, with lots of advice and guidance to ensure our stay in Paris went without a hitch. Be warned Paris is a busy city and if like us you are used to sleeping in silence you may want to take some ear plugs as it's noisy outside. For the price, I don't think I would be able to find better.

Stayed February 2014 **Submitted** February 24, 2014 **Source** VRBO

Recommended for: Sightseeing

Was this review helpful?

Quaint and cozy in Latin Quarter



Phyllis R.
(/traveler/profile/5f16-421c-ad55-fb8fdb00a59)

Great location!!! Small, but cozy and warm 2nd floor apartment located within a 5-minute walk of Notre Dame. Nice bathroom, adequate kitchen and comfy bed. It's a bit noisy, but who cares when you're right in the middle of historic Paris. Convenient to St. Michel and Cluny-Sorbonne Metro stops. Surrounded by cafes and restaurants and yet not noisy. Owners couldn't be nicer!!! Off-site managers very accommodating. Stairs may be too much for guests over 70 years of age.

Stayed December 2013 **Submitted** January 4, 2014 **Source** VRBO

Recommended for: Adventure seekers, Tourists without a car, Sightseeing, Romantic getaway

Was this review helpful?

Excellent Location -October 7-12, 2013



Mary T.
Louisville, Kentucky
(/traveler/profile/694d-4a92-8ec8-b0559b87c368)

There are actually two apartments, but quite similar. It was small but that was expected; this is Paris, oui? Walking distance and I mean literally steps from St Severin and VERY close to Notre Dame and everything in androissements 1,2,5 and St Michael and La Cite metro stops are just right there. It was Very clean and we had one small toilet malfunction and the owners responded promptly and Samy, the caretaker, fixed it while we were out sightseeing. There are a few steps to climb but after being in Paris a few days, they are insignificant. Also to note, previous visitors left books on Paris as we left a nice laminated metro map (although a tad bent as it was used frequently). Owners were great with questions and such before we left and were professional, prompt, and friendly. I would stay again, my highest mark for location and cleanliness.

[Feedback](#)

Stayed October 2013 Submitted October 13, 2013 Source VRBO

Recommended for: Adventure seekers, Girls getaway, Tourists without a car, Sightseeing, Families with teenagers, Romantic getaway

Was this review helpful? 

Tommy2013

Tommy2013

Shanghai,
China

(/traveler/profile/40210211-

e03f-4da4-

9a5b-

4c18abf3f26e)

It's a nice apartment, good location. If you want to live just like a Parisian, ten mins to supermarket by foot and you can make meals by yourself. If you are just a tourist, go downstairs and many options of delicious food for you. Steps from the Seine, it's easy to get to sightseeing. At the same time, it's easy to catch the metro line and go wherever you want to go. Finally, I just want to say it's a wise decision to choose this apartment. It really help me to cut down the cost and let me have a amazing tour at the same time. Thanks a lot to Dr. Claude and Sammy!

Stayed July 2013 Submitted August 5, 2013 Source VRBO

Recommended for: Tourists without a car, Sightseeing

Was this review helpful? [Show More Reviews](#)

Rates

[Currency Conversion](#)

Rental basis: Per property

Rental rates quoted in: **EUR**

Dates	Nightly	Weekend Night	Weekly	Monthly *	Event
High Season Mar 1 - Oct 31, 2014 3 night min stay	€119	€125 Sat			
My Standard Rate 2 night min stay	€119				

Additional information about rental rates

Fees:

45.Eu tax.in Paris €60
 Taxes Not included

Notes:

Low Season

November, ealry December, January (Except Fashion week) February (Except Valentine's week)

High Season

March to October

Cancellation policy:

100% refund if canceled at least 30 days before arrival date.

[Feedback](#)

This owner accepts: Credit cards.

Always make sure to call the number on the listing to confirm payment details. Only pay using credit card, PayPal, check or direct bank transfer. **NEVER** pay by cash or instant money transfer services such as Western Union or MoneyGram. [Learn more \(http://www.homeaway.com/info/security?Travelers/Safe-Payment-Tips\)](http://www.homeaway.com/info/security?Travelers/Safe-Payment-Tips)

Don't forget your vacation protection! Get protected now (http://www.vacationprotection.com?utm_source=vrbo&utm_medium=cross%20brand&utm_content=pdprates&utm_campaign=vpcomxs)

Adding our Vacation Protection services can make sure your getaway goes smoothly, no matter what. We offer Cancellation Protection, Carefree Rental Guarantee, and Damage Protection so you can truly relax.

Protect your payments in case you need to cancel.

Guarantee the rental meets your expectations.

Ensure you're prepared in case of accidental damage.

Calendar

Last updated: 06/10/2014

08/18/2014

08/23/2014

Check availability

[Previous](#)

[Next](#)

June 2014

SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2014

SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014

SU	MO	TU	WE	TH	FR	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2014

SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2014

SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2014

SU	MO	TU	WE	TH	FR	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

☒ Available

☐ Unavailable

☐ Today

☒ Selected dates

Location

[Feedback](#)

Nearest Airport: Charles De Gaulle at 20 Miles

Nearest Train: Gare de Lyon at 5 Miles

Owner info

About the owner: National Women Society of Innovation, Inc. (NWSI, Inc) is not in the business of renting. Rather, we raise funds to promote the spirit of innovation. Since 1992, we have been offering accomodations commensurate to a donation to NWSI Inc. Alternativley to a free stay in Paris, our patrons can also chose materials or classes about innovations. Innovatively Yours!

Contact us

Speaks: english

Links to more information:

[CLICK HERE - Paris Pass, Musuem Pass, Batobus and more! \(http://www.paris-essentials.com/\)](http://www.paris-essentials.com/)

Click Here to see [All My Rental Listings \(http://www.vrbo.com/my/70e9cbe8-b1fd-48b8-bfc4-d4c8c1a60e0b\)](http://www.vrbo.com/my/70e9cbe8-b1fd-48b8-bfc4-d4c8c1a60e0b)

Photos

Bright windows clean space perfect cozy nest steps from all
Bright windows clean space perfect cozy nest steps from all sights

Equipped Kitchnette

Equipped Kitchnette

You will be steps away from this site! Truly fantastic location
You will be steps away from this site! Truly fantastic location in Paris!

Entry door

Entry door

Clean bathroom

Clean bathroom

Feedback

Xavier Privas Studio - VACATION RENTAL AGREEMENT

2014

Between the undersigned parties:

Name:

Tel/cell

86 10 - 6407 - 5374

Address:

北京中法永康胡同12号院18号楼403

City, State, Zip, Country:

北京 中国

E Mail (two emails)

chuckgh@163.com

and

chuckgh@yahoo.com

Hereafter called "the tenant"

Claude and Violaine Galland 166 West 75th Street, apt 1214 New-York, NY 10023 Claude's Cell: (917) 770-1046
 claude@paristudios.com Violaine's Cell: (646) 266-8033 (see page 3)

Hereafter called "the landlord"

It is agreed that: the landlord lets to the tenant, as a seasonal short term rental the studio apartment is located at 14, Rue Xavier Privas, studio #4, 75005 Paris on the 3rd Floor (French) and is fully furnished with appliances. It is exclusively reserved for our Guests, thus no one occupies it on a permanent basis. Please be considerate with furnishing and appliances. The tenant shall complete a short survey about the condition and cleanliness so that we can improve and agrees to leave the studio in the same condition, for the next guest to enjoy it. (Read our Rules of the House)

2-Rental Duration

The rental shall be effective from

按我的邮件订

2014 at 2:00pm to

2014 at 10:30 am

(no exception) for a period of _____ nights. Please advise estimated arrival time in Paris _____ am / pm and departure _____ am

Should you wish to drop your luggage earlier please you must advise us in writing.

期满了延期3天

3-Rental Fees

The short-term rent is settled at

按我的邮件订

per night totalling

25 24 16 25

(包括住宿, 早餐, 导游)

€ / \$ (Please circle one) for your stay.

Airport Shuttle transportation We offer courtesy airport shuttle service at discount rate of 25 € per passenger (one way) from / to the airport. Add to my rental? YES / NO Total Passenger(s) _____ x 25 € = Total _____ € Please confirm: Airline _____ Flight # _____ Arrival time _____ and / or Departure time _____ Airport: CDG / Orly

Travel Insurance We are in partnership with Travel Guard offering up to \$500,000 for medical assistance delays and losses. Please ask us for the link to get the discount.

Telecommunication Package includes TV with all English and French channels, free WIFI internet access to your laptop (we will give you the codes in Paris) and free calls to FRANCE, USA, Canada, Australia and China to Lan-lines no call to cell phone please) The cost is 25 Eu for your entire stay. Add Telco Package? YES / NO

A credit card is required on file to process all bookings (even if you chose another payment method, see page 4).

We only accept VISA or MASTER CARD (please circle one)

Credit Card Number

银联支票或银行转账

Expiration Date

First Name:

Middle Initial

Last Name:

Billing Address:

City

State/ Region

Zip

Country

Studio Loft La Traviata - VACATION RENTAL AGREEMENT

2014

3b- Method of Payment (Please check one)

☐ Personal Check (USD\$ or €) ☐ Credit Card (Visa or Master Card) ☐ Bank Wire (€) ☐ Paypal

Please note that for less than 2 weeks rental, **FULL PAYMENT is due upon booking**

Total number of guests occupying the apartment: 1 2 3 (Please circle one) 2

Myself Name _____ Age 18-25 Relationship 主人
 Guest 2 Name _____ Age 30-55 Relationship 2人
 Guest 3 Name _____ Age _____ Relationship _____

ARRIVAL: Check in is 2:00 pm (unless you have explicit permission to arrive earlier to drop your luggage.) With permission from the owners, you can arrive independently, open the lockbox, enter the studio and leave your luggage but not earlier than 11:00 am out of consideration for the previous guests. Please remember that our official arrival check-in time is **2:00pm**. Clean Bed sheets and bed covers will be provided around 2:00pm and not before that time.

4 -General Conditions

- a) The tenant agrees to occupy the premises quietly, will not interfere with the gas, water or electrical supplies, will not smoke or use fire hazards such as candles in the rented premises and be solely responsible for any damages incurred to the infrastructure. In some rare cases the owner forfeit the damage deposit paragraph 5 but tenant will still be held financially responsible for the damages to the studio or furniture.
- b) He or she shall not, under any circumstances, sublet all, or part of, the apartment. Under no circumstances he or she will abandon the premise before sharing a concern with both the caretakers and owners orally and in writing and allow 48hrs to address and cure the issues. We care about you.
- c) This is a GREAT (thus arguably the SAFEST location) at a small PRICE. We have been screened by major Travel Insurances and Rental Agencies and offer a full refund for full-catering but no refund for self-catering-budget. We have been 14 years in business accommodating guests from every corner of the World; please refer to your Travel Insurance for any refund other than as stated in paragraph 8.
- d) Forum clause: The landlord will not be held responsible for accidents or thefts or any type of occurrences in the building or in the premise. The tenants agree not to use blogs or website for complaints, anonymously or not. The tenant agrees that an arbitrator is the forum to resolve any issues raised in Paris and that forum be held in the Country of France. Breach of this contract other than Act of God outside the control of the landlord, will be resolved in NY Federal Court, and prevailing granted legal fees.
- e) **Safety memo:** Although this location is **arguably the safest in Paris, thanks to the countless cameras that protect the sites**, tenants must be diligent. Unfortunately the World has changed and petty-crime is on the rise against tourists. Tenants will not open the lockbox when strangers are in proximity and please try to avoid subways, from your prime location walk everywhere along the river to all the sites.

5-Security deposit

The tenant upon his occupation of the premises shall pay a security deposit of \$800 dollars . This security deposit will be used as a guarantee for the landlord in the case of any damage caused to the premises during the rental period, or for the replacement of any contents found missing upon the departure of the tenant. (Lost keys cost 100 euros because we have to change the locks.)

6-TAX

The building 60eu in tax is not a cleaning fee, rather it to cover part of the Parisian "*taxe foncière*" for owners with more than one property and other building charges. **You agree to leave the 60eu on the table** with our questionnaires survey, for our caretakers to collect them.

7) Cleaning

In Paris, cleaning fees are 120eu (or \$160 dollars) for 2-3 hours . You do not pay this amount since you concurred with our "*Rules of the House*" and agreed to leave the studio as clean or cleaner than you found it. On your day of departure, please pull the sheets off the bed, wash the dishes, sweep the floor, empty the fridge and bring down the garbage. We count on you to leave the studio clean or cleaner for the next guests to enjoy it; otherwise we would charge your credit card. You will act like a native Parisian. If something breaks on your watch you are responsible for it without discussions, please.

Xavier Privas Studio - VACATION RENTAL AGREEMENT**2014****8-Rental forfeit**

Because it is difficult to find another guest to fit exactly in your time slot at the last minute, we require 8 weeks' notice on all cancellations for a 50% refund. In these uncertain times, please purchase a robust Travel Insurance for the collective peace of mind.

9-Payment

For rental of 2 weeks or less, **full payment is due upon booking and prior to arrival.** Payment by check is preferred. Please make check payable to: Violaine Galland.

10-Keys

For short stay rental (under 3 months) the apartments' keys will be locked in a lockbox. The tenants will receive code numbers and specifics instructions on how to open the lockbox 2 weeks prior departure via email. This lockbox system was implemented for your peace of mind and guarantees access to your studio at any time of the day or night!

9- Studio address

The address: **14 rue Xavier Privas Studio #4 PARIS 75005 (5th District)**
 Security Buzzer: **TO BE PROVIDED**
 Lock Box: **TO BE PROVIDED**
 Tel in Studio: **01 46 33 48 09 or 01 56 24 12 23**
If calling from USA (011) Paris code 33 then dial 1 xx xx xx xx

Metro: **Metro ST MICHEL (the most popular station in Paris)**

10- Contact Information in Paris

Samy and Myra (our managers in Paris) **062.122.3282 077.852.4619 k0 lin@yahoo.com**
 Claude's cell **+1 (917)770-1046 (from Paris dial 001(917)770-1046)**
 Violaine's cell **+1 (646)266-8033 New York**

In case of medical emergency who do we contact back home (Please list 2)

Name 趙琛 Relationship 朋友 Tel number 8610-8407-5374
 Name _____ Relationship _____ Tel number _____

Written in the city of 巴黎 on 2014 9 6 28 10 2013

The Landlord

*Signature preceded by the phrase
 "read and agreed"
 We agree*

Claude and Violaine Galland

The Tenants

*Signature
 Preceded by the phrase "read and agreed"*

First Name, Last Name

Studio Loft La Traviata - VACATION RENTAL AGREEMENT

2014

Between the undersigned parties:

Name:

Tel/cell

Address:

City, State, Zip, Country:

E Mail (two emails)

and

Hereafter called "the tenant"

Claude and Violaine Galland 166 West 75th Street, apt 1214 New-York, NY 10023 Claude's Cell: (917) 770-1046
 claude@paristudios.com Violaine's Cell: (646) 266-8033 (see page 3)

Hereafter called "the landlord"

It is agreed that: the landlord lets to the tenant, as a seasonal short term rental the studio apartment is located at 14, Rue St Severin, Studio #1, 75005 Paris on the 2nd Floor (French) and is fully furnished with appliances. It is exclusively reserved for our Guests, thus no one occupies it on a permanent basis. Please be considerate with furnishing and appliances. The tenant shall complete a short survey about the condition and cleanliness so that we can improve and agrees to leave the studio in the same condition, for the next guest to enjoy it. (Read our Rules of the House)

2-Rental Duration

The rental shall be effective from 2014 at 2:00pm to 2014 at 10:30 am

(no exception) for a period of _____ nights. Please advise estimated arrival time in Paris _____ am / pm and departure _____ am

. Should you wish to drop your luggage earlier please you must advise us in writing.

3-Rental Fees

The short-term rent is settled at _____ per night totalling 28 24 人民币 (包括住宿, 早餐, 导游) € / \$ (Please circle one) for your stay.

Airport Shuttle transportation We offer courtesy airport shuttle service at discount rate of 25 € per passenger (one way) from / to the airport. Add to my rental? YES / NO Total Passenger(s) _____ x 25 € = Total _____ € Please confirm: Airline _____ Flight # _____ Arrival time _____ and / or Departure time _____ Airport: CDG / Orly

Travel Insurance We are in partnership with Travel Guard offering up to \$500,000 for medical assistance delays and losses. Please ask us for the link to get the discount.

Telecommunication Package includes TV with all English and French channels, free WIFI internet access to your laptop (we will give you the codes in Paris) and free calls to FRANCE, USA, Canada, Australia and China to Lan-lines no call to cell phone please) The cost is 25 Eu for your entire stay. Add Telco Package ? YES / NO

A credit card is required on file to process all bookings (even if you chose another payment method, see page 4)

We only accept VISA or MASTER CARD (please circle one)

Credit Card Number _____ / _____ Expiration Date _____ / _____

First Name: _____ Middle Initial _____ Last Name: _____

Billing Address: _____

City _____ State/ Region _____ Zip _____ Country _____

Studio Loft La Traviata - VACATION RENTAL AGREEMENT

2014

3b- Method of Payment (Please check one)

☐ Personal Check (USD\$ or €) ☐ Credit Card (Visa or Master Card) ☐ Bank Wire (€) ☐ Paypal

Please note that for less than 2 weeks rental, **FULL PAYMENT is due upon booking**

Total number of guests occupying the apartment: 1 2 3 (Please circle one) *3*

Myself Name _____ Age *18-25* *25* Relationship *Guest*

Guest 2 Name _____ Age *30-55* *30* Relationship _____

Guest 3 Name _____ Age _____ Relationship _____

ARRIVAL: Check in is 2:00 pm (unless you have explicit permission to arrive earlier to drop your luggage.) With permission from the owners, you can arrive independently, open the lockbox, enter the studio and leave your luggage but not earlier than 11:00 am out of consideration for the previous guests. Please remember that our official arrival check-in time is **2:00pm**. Clean Bed sheets and bed covers will be provided around 2:00pm and not before that time.

4 -General Conditions

a) The tenant agrees to occupy the premises quietly, will not interfere with the gas, water or electrical supplies, will not smoke or use fire hazards such as candles in the rented premises and be solely responsible for any damages incurred to the infrastructure. In some rare cases the owner forfeit the damage deposit paragraph 5 but tenant will still be held financially responsible for the damages to the studio or furniture.

b) He or she shall not, under any circumstances, sublet all, or part of, the apartment. Under no circumstances he or she will abandon the premise before sharing a concern with both the caretakers and owners orally and in writing and allow 48hrs to address and cure the issues. We care about you.

c) This is a GREAT (thus arguably the SAFEST location) at a small PRICE. We have been screened by major Travel Insurances and Rental Agencies and offer a full refund for full-catering but no refund for self-catering-budget. We have been 14 years in business accommodating guests from every corner of the World; please refer to your Travel Insurance for any refund other than as stated in paragraph 8.

d) Forum clause: The landlord will not be held responsible for accidents or thefts or any type of occurrences in the building or in the premise. The tenants agree not to use blogs or website for complaints, anonymously or not. The tenant agrees that an arbitrator is the forum to resolve any issues raised in Paris and that forum be held in the Country of France. Breach of this contract other than Act of God outside the control of the landlord, will be resolved in NY Federal Court, and prevailing granted legal fees.

e) **Safety memo:** Although this location is **arguably the safest in Paris, thanks to the countless cameras that protect the sites**, tenants must be diligent. Unfortunately the World has changed and petty-crime is on the rise against tourists. Tenants will not open the lockbox when strangers are in proximity and please try to avoid subways, from your prime location walk everywhere along the river to all the sites.

5-Security deposit

The tenant upon his occupation of the premises shall pay a security deposit of \$800 dollars . This security deposit will be used as a guarantee for the landlord in the case of any damage caused to the premises during the rental period, or for the replacement of any contents found missing upon the departure of the tenant. (Lost keys cost 100 euros because we have to change the locks.)

6-TAX

The building 60eu in tax is not a cleaning fee, rather it to cover part of the Parisian "*taxe foncière*" for owners with more than one property and other building charges. **You agree to leave the 60eu on the table** with our questionnaires survey, for our caretakers to collect them.

7) Cleaning

In Paris, cleaning fees are 120eu (or \$160 dollars) for 2-3 hours . You do not pay this amount since you concurred with our "*Rules of the House*" and agreed to leave the studio as clean or cleaner than you found it. On your day of departure, please pull the sheets off the bed, wash the dishes, sweep the floor, empty the fridge and bring down the garbage. We count on you to leave the studio clean or cleaner for the next guests to enjoy it; otherwise we would charge your credit card. You will act like a native Parisian. If something breaks on your watch you are responsible for it without discussions, please.

Studio Loft La Traviata - VACATION RENTAL AGREEMENT**2014****8-Rental forfeit**

Because it is difficult to find another guest to fit exactly in your time slot at the last minute, we require 8 weeks' notice on all cancellations for a 50% refund. In these uncertain times, please purchase a robust Travel Insurance for the collective peace of mind.

9-Payment

For rental of 2 weeks or less, **full payment is due upon booking and prior to arrival.** Payment by check is preferred. Please make check payable to: Violaine Galland.

10-Keys

For short stay rental (under 3 months) the apartments' keys will be locked in a lockbox. The tenants will receive code numbers and specifics instructions on how to open the lockbox 2 weeks prior departure via email. This lockbox system was implemented for your peace of mind and guarantees access to your studio at any time of the day or night!

9- Studio address

The address: **14 Rue St Severin , 2nd Floor, Apt #1, Paris 5th District - 75005 PARIS**
 Security Buzzer: **TO BE PROVIDED**
 Lock Box: **TO BE PROVIDED**
 Tel in Studio: **01 46 33 48 09 or 01 56 24 12 23**
If calling from USA (011) Paris code 33 then dial 1 xx xx xx xx
 Metro: **Metro ST MICHEL (the most popular station in Paris)**

10- Contact Information in Paris

Samy and Myra (our managers in Paris) **062.122.3282 077.852.4619 k0 lin@yahoo.com**
 Claude's cell **+1 (917)770-1046 (from Paris dial 001(917)770-1046)**
 Violaine's cell **+1 (646)266-8033 New York**

In case of medical emergency who do we contact back home (Please list 2)

Name 道理 Relationship 朋友 Tel number 88-10-8409-0435
 Name _____ Relationship _____ Tel number _____

Written in the city of

2014年6月28日 2013

The Landlord

*Signature preceded by the phrase
 "read and agreed"
 We agree*

Claude and Violaine Galland**The Tenants**

*Signature
 Preceded by the phrase "read and agreed"*

First Name, Last Name

St Severin Studio - VACATION RENTAL AGREEMENT

2014

Between the undersigned parties:

Name:

Address:

City, State, Zip, Country:

E Mail (two emails) chuckgh@yahoo.com and chuckgh@163.com

Hereafter called "the tenant"

Claude and Violaine Galland 166 West 75th Street, apt 1214 New-York, NY 10023 Claude's Cell: (917) 770-1046
claude@paristudios.com Violaine's Cell: (646) 266-8033 (see page 3)

Hereafter called "the landlord"

It is agreed that: the landlord lets to the tenant, as a seasonal short term rental the studio apartment is located at 22, Rue St Severin, 75005 Paris on the 2nd Floor (French) and is fully furnished with appliances. It is exclusively reserved for our Guests, thus no one occupies it on a permanent basis. Please be considerate with furnishing and appliances. The tenant shall complete a short survey about the condition and cleanliness so that we can improve and agrees to leave the studio in the same condition, for the next guest to enjoy it. (Read our Rules of the House)

2-Rental Duration
The rental shall be effective from 2014 at 2:00pm to 2014 at 10:30 am
(no exception) for a period of _____ nights. Please advise estimated arrival time in Paris _____ am / pm and departure _____
Should you wish to drop your luggage earlier please you must advise us in writing.

3-Rental Fees
The short-term rent is settled at _____ per night totalling _____ € / \$ (Please circle one) for your stay.

Airport Shuttle transportation We offer courtesy airport shuttle service at discount rate of 25 € per passenger (one way) from / to the airport. Add to my rental? YES / NO Total Passenger(s) _____ x 25 € = Total _____ € Please confirm:
Airline _____ Flight # _____ Arrival time _____ and / or Departure time _____ Airport: CDG / Orly

Travel Insurance We are in partnership with Travel Guard offering up to \$500,000 for medical assistance delays and losses. Please ask us for the link to get the discount.

Telecommunication Package includes TV with all English and French channels, free WIFI internet access to your laptop (we will give you the codes in Paris) and free calls to FRANCE, USA, Canada, Australia and China to Lan-lines no call to cell phone please) The cost is 25 Eu for your entire stay. Add Telco Package ? YES / NO

A credit card is required on file to process all bookings (even if you chose another payment method, see page 4)

We only accept VISA or MASTER CARD (please circle one)

Credit Card Number _____ Expiration Date _____

First Name: _____ Middle Initial _____ Last Name: _____

Billing Address: _____

City _____ State/ Region _____ Zip _____ Country _____

St Severin Studio - VACATION RENTAL AGREEMENT

2014

3b- Method of Payment (Please check one)

☐ Personal Check (USD\$ or €) ☐ Credit Card (Visa or Master Card) ☐ Bank Wire (€) ☐ Paypal

Please note that for less than 2 weeks rental, **FULL PAYMENT is due upon booking**

Total number of guests occupying the apartment: 1 2 3 (Please circle one)

Myself Name _____ Age 18-25 月 岁 8人 自带睡袋
 Guest 2 Name _____ Age 30-55 月 岁 Relationship 3人
 Guest 3 Name _____ Age _____ Relationship _____

ARRIVAL: Check in is 2:00 pm (unless you have explicit permission to arrive earlier to drop your luggage.) With permission from the owners, you can arrive independently, open the lockbox, enter the studio and leave your luggage but not earlier than 11:00 am out of consideration for the previous guests. Please remember that our official arrival check-in time is **2:00pm**. Clean Bed sheets and bed covers will be provided around 2:00pm and not before that time.

4 -General Conditions

- a) The tenant agrees to occupy the premises quietly, will not interfere with the gas, water or electrical supplies, will not smoke or use fire hazards such as candles in the rented premises and be solely responsible for any damages incurred to the infrastructure. In some rare cases the owner forfeit the damage deposit paragraph 5 but tenant will still be held financially responsible for the damages to the studio or furniture.
- b) He or she shall not, under any circumstances, sublet all, or part of, the apartment. Under no circumstances he or she will abandon the premise before sharing a concern with both the caretakers and owners orally and in writing and allow 48hrs to address and cure the issues. We care about you.
- c) This is a GREAT (thus arguably the SAFEST location) at a small PRICE. We have been screened by major Travel Insurances and Rental Agencies and offer a full refund for full-catering but no refund for self-catering-budget. We have been 14 years in business accommodating guests from every corner of the World; please refer to your Travel Insurance for any refund other than as stated in paragraph 8.
- d) Forum clause: The landlord will not be held responsible for accidents or thefts or any type of occurrences in the building or in the premise. The tenants agree not to use blogs or website for complaints, anonymously or not. The tenant agrees that an arbitrator is the forum to resolve any issues raised in Paris and that forum be held in the Country of France. Breach of this contract other than Act of God outside the control of the landlord, will be resolved in NY Federal Court, and prevailing granted legal fees.
- e) **Safety memo:** Although this location is **arguably the safest in Paris, thanks to the countless cameras that protect the sites**, tenants must be diligent. Unfortunately the World has changed and petty-crime is on the rise against tourists. Tenants will not open the lockbox when strangers are in proximity and please try to avoid subways, from your prime location walk everywhere along the river to all the sites.

5-Security deposit

The tenant upon his occupation of the premises shall pay a security deposit of \$800 dollars. This security deposit will be used as a guarantee for the landlord in the case of any damage caused to the premises during the rental period, or for the replacement of any contents found missing upon the departure of the tenant. (Lost keys cost 100 euros because we have to change the locks.)

6-TAX

The building 45eu in tax is not a cleaning fee, rather it to cover part of the Parisian "*taxe foncière*" for owners with more than one property and other building charges. **You agree to leave the 45eu on the table** with our questionnaires survey, for our caretakers to collect them.

7) Cleaning

In Paris, cleaning fees are 120eu (or \$160 dollars) for 2-3 hours. You do not pay this amount since you concurred with our "*Rules of the House*" and agreed to leave the studio as clean or cleaner than you found it. On your day of departure, please pull the sheets off the bed, wash the dishes, sweep the floor, empty the fridge and bring down the garbage. We count on you to leave the studio clean or cleaner for the next guests to enjoy it; otherwise we would charge your credit card. You will act like a native Parisian. If something breaks on your watch you are responsible for it without discussions, please.

St Severin Studio - VACATION RENTAL AGREEMENT**2014****8-Rental forfeit**

Because it is difficult to find another guest to fit exactly in your time slot at the last minute, we require 8 weeks' notice on all cancellations for a 50% refund. In these uncertain times, please purchase a robust Travel Insurance for the collective peace of mind.

9-Payment

For rental of 2 weeks or less, **full payment is due upon booking and prior to arrival.** Payment by check is preferred. Please make check payable to: Violaine Galland.

10-Keys

For short stay rental (under 3 months) the apartments' keys will be locked in a lockbox. The tenants will receive code numbers and specifics instructions on how to open the lockbox 2 weeks prior departure via email. This lockbox system was implemented for your peace of mind and guarantees access to your studio at any time of the day or night!

9- Studio address

The address: **22 Rue St Severin , 2nd Floor, Paris 5th District - 75005 PARIS**
 Security Buzzer: **TO BE PROVIDED**
 Lock Box: **TO BE PROVIDED**
 Tel in Studio: **01 46 33 48 09 or 01 56 24 12 23**
If calling from USA (011) Paris code 33 then dial 1 xx xx xx xx
 Metro: **Metro ST MICHEL (the most popular station in Paris)**

10- Contact Information in Paris

Samy and Myra (our managers in Paris) **062.122.3282 077.852.4619 k0 lin@yahoo.com**
 Claude's cell **+1 (917)770-1046 (from Paris dial 001(917)770-1046)**
 Violaine's cell **+1 (646)266-8033 New York**

In case of medical emergency who do we contact back home (Please list 2)

Name 道琛 Relationship 朋友 Tel number 86-10-8409-0435
 Name _____ Relationship _____ Tel number _____

Written in the city of Parison 2014/07/28

2013

The Landlord

*Signature preceded by the phrase
 "read and agreed"
 We agree*

Claude and Violaine Galland**The Tenants**

*Signature
 Preceded by the phrase "read and agreed"*

First Name, Last Name

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

XX
Claude Galland; Violaine Galland; Paristudios.

Index # 14 CV 4411

Plaintiffs

AFFIDAVIT OF SERVICE
PLAINTIFFS' ANSWER TO
MOTION TO DISMISS

&

VS

CROSS MOTION

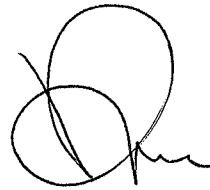
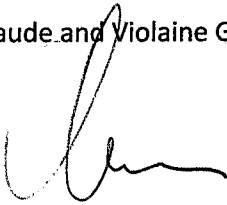
James Johnston; Judith Johnston;
Stephen Bowden; Terri Bowden.

Defendants

XX

Plaintiffs swear to have served the Answer to the Defendants on July 28th.

Claude and Violaine Galland



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

XX
Claude Galland; Violaine Galland; Paristudios.

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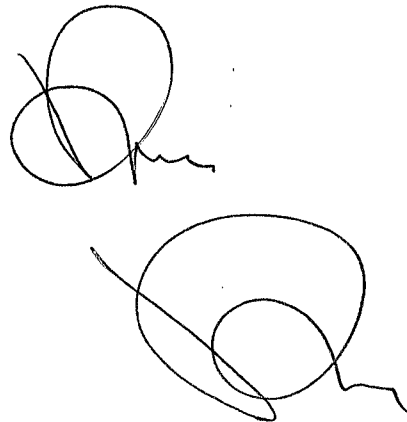
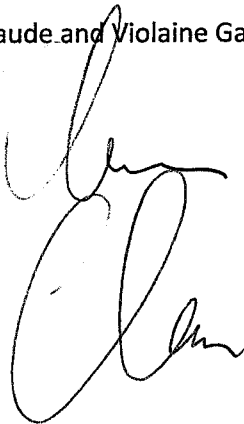
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

XX Index # 14 CV
4411

Claude Galland; Violaine Galland; Paristudios.

Plaintiffs

vs

James Johnston; Judith Johnston;
Stephen Bowden; Terri Bowden.

Defendants

XX

To the Court:

This is to respectfully inform the Court that the will be on a conference Tour
in Europe from August 11 until September 10 ...

Wishing you a lovely summer.

Claude & Violaine

